

**AGREEMENT**

**BETWEEN**

**FOND DU LAC COUNTY**

**AND**

**FOND DU LAC COUNTY SHERIFF'S OFFICE**

**LAW ENFORCEMENT EMPLOYEES' ASSOCIATION**

**JAIL DIVISION**

**OF THE WISCONSIN PROFESSIONAL POLICE ASSOCIATION**

**LOCAL 351**

**2009-2010**

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## **AGREEMENT**

THIS AGREEMENT, MADE AND ENTERED INTO AT THE City of Fond du Lac, by and between the COUNTY OF FOND DU LAC, hereinafter referred to as Employer, and FOND DU LAC COUNTY LAW ENFORCEMENT EMPLOYEES who have designated the Civilian Employee Relations Division of the Wisconsin Professional Police Association as their designated representative for Non Protective Service Employees who are employed by the County of Fond du Lac in the Sheriff's Office.

### **ARTICLE I. INTENT AND PURPOSE**

1.01 It is intended that the following Agreement shall be an implementation of the provisions of Section 111.70J of the Wisconsin Statutes, consistent with that legislative authority which devolves upon the County of Fond du Lac, the statutes and, insofar as applicable, the rules and regulations relating to or promulgated by the Protection of Persons and Property Committee.

1.02 Both of the parties to this Agreement are desirous of reaching an amicable understanding with respect to the employer/employee relationship which exists between them and to enter into an Agreement covering rates of pay, hours of work, and conditions of employment and to facilitate a peaceful adjustment of all grievances and disputes that may arise under this Agreement.

### **ARTICLE II. RECOGNITION**

2.01 The Employer recognizes the Association as the exclusive collective bargaining representative for the purpose of conferences and negotiations with the Employer, or its lawfully authorized representative on questions of wages, hours, and other conditions of employment for the unit of representation consisting of all regular full time and regular part time Non Protective Service Employees in the Fond du Lac County Sheriff's Office excluding the Sheriff, all supervisors and confidential employees as defined by law to include the Undersheriff, Chief Deputy, Captain, Lieutenants, Jail Supervisor, Juvenile Superintendent/Assistant Jail Administrator, Office Coordinator, and all Protective Service Employees.

### **ARTICLE III. MANAGEMENT RIGHTS**

3.01 Except as otherwise provided herein, the management of the work and the direction of the force, including the right to hire, promote, transfer, demote, suspend or otherwise discharge for proper cause, and the right to relieve employees from duty because of lack of work or other legitimate reason is vested in the Employer.

3.02 The Employer shall have the right to establish reasonable work rules.

### **ARTICLE IV. PROBATIONARY PERIOD**

4.01 All new employees shall be employed on a six (6) month probationary period. A probationary employee may be disciplined or discharged for any reason without recourse to the grievance procedure. Time spent in school, with FTO or training away from the job during an employee's six (6) month probationary period shall not be considered as part of the six (6) month probationary period and the probationary period shall be extended equal to said time spent in school or training.

4.02 Upon completion of the probationary period, the employee shall be granted seniority rights from the date of original hire in the regular full time or regular part time position or from the date of hire as established in Section 4.04.

4.03 Probationary employees who desire hospital and surgical insurance coverage after ninety (90) days of employment shall be entitled to coverage in accordance with the contribution schedule in Section 16.01 of this Agreement.

4.04 Part-time and temporary employees who are awarded regular full-time or regular part-time positions in the same classification as that worked as a part-time and/or temporary employee shall have their

date of hire adjusted as follows:

<u>Hours Worked As Part-Time And/Or Temporary Employee</u>	<u>Number of Months Date Of Hire Back Dated</u>
433 or More	3 Months
At Least 260 But Less Than 433	2 Months
At Least 87 But Less Than 260	1 Month
Less Than 87	No Adjustment

The date of hire established in accordance with the above procedure shall serve as the employee's original date of hire for purposes of seniority and vacation and sick leave accrual and eligibility for hospital and surgical insurance. There shall be no allowance for retroactive holiday accrual.

#### **ARTICLE V. DEFINITION OF EMPLOYEES**

5.01 The following definitions shall apply to this Agreement:

- a) Regular Full-Time Employee: Shall mean those employees regularly scheduled to work a full normal schedule (minimum of thirty-seven and a third (37.34) hours per week).
- b) Regular Part-Time Employee: Shall mean those employees regularly scheduled to work less than a full normal schedule but not less than eighteen (18) hours per week.

#### **ARTICLE VI. SENIORITY**

6.01 The Employer agrees to the seniority principal. There shall be two (2) types of seniority as follows: 1) Departmental, 2) Classification.

6.02 After completion of probationary period an employee's seniority date shall date as of the date of employment as a regular full-time or regular part-time employee within the bargaining unit with the Employer or as established pursuant to Section 4.04 of the Agreement and shall not be considered terminated except upon 1) discharge for cause, 2) voluntary quit, 3) failure to return upon the expiration of a leave of absence, 4) layoff for a period exceeding two (2) years, or 5) failure within seven days after sending notice to respond to recall from layoff after written notice by certified mail is sent to the employee at the last address appearing on the Employer's records.

6.03 A seniority list shall be prepared and posted by the Employer. Such list shall be prepared in order of seniority and will show the names and dates of employment of all persons in the bargaining unit. A copy of such list shall be mailed to the Union and such list shall be reviewed at twelve (12) month intervals.

6.04 Any employee covered by the Agreement who is promoted within the Sheriff's Jail Division to a classification not with the Bargaining Unit, shall retain the seniority that he/she had as of the date of his/her promotion for a period of up to one year following the termination date in the position to which promoted unless the termination was for cause. If the employee then fills a vacancy in a classification within the Bargaining Unit within the one year, he/she shall be credited with the seniority previously accumulated within the Bargaining Unit.

#### **ARTICLE VII. LAYOFF**

7.01 In laying off employees because of a reduction in forces, the employees with the least seniority within a job classification shall be laid off first. In re-employing, those employees with the greatest length of service shall be called back first provided, however, that they are qualified to perform the available work.

7.02 In the event of a reduction in the work force, the County agrees to notify the Association thereof as soon as reasonably possible after reaching such determination. The Association and County shall meet within three (3) working days after a request by the Association, if any, to discuss the impact of such reduction on bargaining unit employees.

7.03 An employee(s) who is unable to retain his/her present job classification due to a reduction in force may apply his/her total county seniority to bump the least senior employee, if any, within a job classification which the employee has previously held, or is qualified to perform by previous cross training. However, any employee bumping into a job classification after the start of a calendar year will not have any seniority rights within that job classification as to selection of shift, vacation, etc., during the remainder of that calendar year in regard to other employees who were employed within that job classification prior to the bumping procedure.

7.04 The employer shall provide a severance package to employees whose positions are eliminated due to budgetary reasons or operational efficiency. The severance will be equal to one month of the employee's elected employer sponsored health insurance plan for every 18 days of accrued sick leave. The employer agrees to pay its portion of the health insurance plan. Employees that elect to retire in lieu of layoff will be offered one month of the employer sponsored health insurance plan for every 6 days of accrued sick leave up to a maximum of 12 months. If the employee does not currently participate in the employer sponsored health insurance, they will be compensated by a cash pay-out equal to 50% of the employer's current cost of a single health plan. This option is also subject to a 12 month maximum for employees that elect to retire. If the employee elects the severance package and is later recalled from layoff their sick leave balance will not be reinstated as the employer will have considered the employee fully compensated for their accrued sick leave.

#### **ARTICLE VIII. JOB POSTING**

8.01 The Employer shall periodically issue job postings for the various positions in the Fond du Lac County Sheriff's Jail Division. The Job posting shall be posted on all bulletin boards for a minimum of seven (7) days. The job requirements, qualifications and wage rate shall be part of the posting and sufficient space provided for interested parties to sign said posting. The Union President shall be notified and provided with a copy of each posting and upon completion of the posting, the Employer shall furnish the results of that posting (eligibility list) to a Union Officer.

8.02 All regular full-time and regular part-time employees shall be eligible to sign these periodic job postings. For job postings concerning correctional officer vacancies, part-time and temporary employees as well as outside applicants may be considered in the establishment of the eligibility list. The Human Resources (HR) Director and representatives of the Sheriff's Office shall review the list of all the employees who have signed the job postings as well as a list of interested part-time and temporary employees and outside applicants (when applicable) and establish a list of qualified employees in order of preference for filling future vacancies. The eligibility list, so established, shall be used to fill future vacancies for a period not to exceed twelve (12) months.

8.03 Candidates will be ranked in order of their qualifications with preference given to seniority and unless a junior employee or an outside applicant has clearly superior qualifications, as determined by the HR Director and/or the Office head representative of the Sheriff's Office, the more senior employee will be ranked higher on the eligibility list. In determining qualifications, the Employer may administer applicable written and oral examination, conduct interviews and consider other pertinent factors and skills, including evaluation of the employee's work performance as an employee and the employee or applicant's prior work experience.

8.04 Qualifications Disputes: If there is any difference of opinion as to the qualifications of an employee the Association Committee and/or the Association Representative may take the matter up for adjustment through the Grievance Procedure.

8.05 Non-Protective Service Employee vacancies in the Fond du Lac County Sheriff's Office shall be filled from these eligibility lists.

8.06 All promotion or transfers will be for a trial period that shall not exceed six months in duration. During this period an employee may return to his/her previous position within the bargaining unit at his/her

choice or by request of the HR Office/Department head. Employees promoting or transferring outside of this bargaining unit have no protection under this section. To minimize disruptions in scheduling the movement of personnel:

- a) Employees who are involuntarily returned to their former classifications from within this bargaining unit may be assigned to different shifts from the shifts they vacated upon promotion or transfer for a period not to exceed sixty (60) days. Employees who are involuntarily returned to their former classifications shall retain their original seniority date within that classification.
- b) Employees who voluntarily choose to return to their former classifications from within this bargaining unit will be required to wait for a future vacancy within their desired classification before returning back to their former classification.

#### **ARTICLE IX. VACATIONS**

9.01 Definitions: A normal full vacation week shall be six (6) days for the Correctional Officers and five (5) days for the Secretaries and a normal full vacation day shall mean eight (8) hours for the Correctional Officer and Secretaries. Vacation pay shall be at an employee's straight time hourly rate in effect at the time of taking such vacation.

9.02 Vacation earned during the calendar year shall be determined on the basis of length of continuous service of each employee as of December 31 of each calendar year and such vacation must be taken in the calendar year following the year in which it is earned. Each regular full-time employee shall earn vacation as follows:

- a) Employees with less than seven (7) years of service shall earn vacation at the rate of one (1) day per month or major fraction thereof for each month of service (Correctional Officer twelve (12) months shall equal twelve (12) days of vacation) or at the rate of five-sixth (5/6) day per month or major fraction thereof for each month of service (Secretaries - twelve (12) months shall equal ten (10) days of vacation).
- b) Employees with more than seven (7) years of service, but less than fourteen years, shall earn vacation at the rate of one and one-half (1 1/2) days per month or major fraction thereof for each month of service (Correctional Officer - twelve (12) months shall equal eighteen (18) days of vacation) or at the rate of five-fourths (5/4) days per month or major fraction thereof for each month of service. (Secretaries - twelve (12) months shall equal fifteen (15) days of vacation).
- c) Employees with more than fourteen (14) years of service shall earn vacation at the rate of two (2) days per month or major fraction for each month of service (Correctional Officer - twelve (12) months shall equal twenty-four (24) days of vacation) or at the rate of five-thirds (5/3) days per month or major fraction thereof for each month of service (Secretaries - twelve months shall equal twenty (20) days of vacation).
- d) Employees with more than twenty (20) years of service shall earn one (1) additional day of vacation. Total of twenty-five (25) days for Correctional Officer. Total of twenty-four (24) days for Secretaries in 2009.
- e) Employees with more than twenty-one (21) years of service shall earn one (1) additional day of vacation. Total of twenty-six (26) days for Correctional Officer. Total of twenty-five (25) days for Secretaries in 2010.

9.03 Regular part-time employees shall receive vacation time off on a pro rata basis as listed in Section 9.02.

Preference as to time of vacations will be given in accordance with seniority wherever practical and provided it does not adversely affect the operation of the Employer. Employees who select their vacation preference before December 1 and have it approved by December 15, will be guaranteed at least one (1) week of vacation each year at the time requested. The Employer will approve the first guaranteed vacation week and

inform employees by January 1 of such approval. After these vacations have been approved, during the period between March 1 and March 15 employees may request a second vacation preference. Subject to the limitations cited above, the Employer will approve vacation requests and inform employees by April 1 of such approval.

9.05 Where fractional vacation days occur, they shall be rounded off to the nearest full day for purposes of computing pay and time off.

9.06 If unusual circumstances prevent an employee from taking vacation, the employee must apply to and receive permission from the Sheriff for any deviation from the vacation rules.

9.07 The employer agrees to two (2) off per shift if that shift(s) has 250 days of accrued Vacation/ floating holiday. Other shift(s) will be allowed two (2) off contingent on the county's ability to backfill with part-time employees

## **ARTICLE X. HOLIDAYS**

10.01 a) Full-Time employees: Each regular full-time employee shall receive eight (8) hours of holiday pay computed at their then regular hourly rate or time off with pay for their regularly scheduled hours of work for each of the following holidays during the term of this Agreement.

### **2009**

New Year's Day  
Friday Preceding Easter  
(1/2 Day - Clerical Employees)  
(Full Day - All Other Employees)\*  
Easter Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day After Thanksgiving  
(Clerical Employees Only)  
Day Before Christmas  
(1/2 Day - Clerical Employees)  
(Full Day - All Other Employees)  
Christmas Day  
Day Before New Year's  
(1/2 Day - Clerical Employees only)

### **2010**

New Year's Day  
Friday Preceding Easter  
(1/2 Day - Clerical Employees)  
(Full Day - All Other Employees)\*  
Easter Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day After Thanksgiving  
(Clerical Employees Only)  
Day Before Christmas  
(1/2 Day - Clerical Employees)  
(Full Day - All Other Employees)  
Christmas Day  
Day Before New Year's  
(1/2 Day - Clerical Employees Only)

For Clerical employees if a holiday falls on Saturday, the Friday preceding shall be celebrated as the holiday and if it falls on a Sunday, the Monday following shall be celebrated as such holiday. Secretaries will be given a floating holiday in lieu of Easter as the Sheriff's Office will be open the Monday following the Easter Holiday.

(b) Floating Holidays: In addition to the above holidays listed in Section 10.01, all regular full-time employees who have completed their probationary period with the Employer shall be granted one and one-half (1 1/2) (Clerical Employees) or two (2) (All Other Employees) "Floating Holiday" to be taken at the employee's discretion, subject to seniority, wherever practical and provided it does not adversely affect the operations of the Employer.

10.02 Eligibility: In order to be eligible for holiday pay, an employee not scheduled to work on the holiday must have worked his/her scheduled work day immediately preceding and following the holiday or an employee scheduled to work on the holiday must work on the holiday unless his/her absence is excused by the Sheriff or is due to illness as established by a medical certificate satisfactory to the Employer.

10.03 In the event that a holiday falls on a regular work day within the period taken as vacation or sick leave, such holiday shall not be charged as vacation or sick leave, if the time off with pay option is taken.

10.04 Probationary employees shall be entitled to holiday pay as provided above; provided however, that they have been employed for at least thirty (30) days.

10.05 Employees on lay-off or unpaid leaves of absence shall not receive pay for holidays falling in such periods.

10.06 Temporary and part-time employees shall not be considered as eligible employees within this Article.

10.07 All regular part-time employees shall be entitled to holiday pay or compensatory time off as otherwise provided above on a pro rata basis.

10.08 Employees required to work on holidays shall be compensated at one and one-half times their straight time hourly rate for all hours worked on said holiday in addition to the above holiday allowance.

10.09 Court officer receives time off with pay for all holidays unless required to work, in which case he/she will receive eight (8) hours holiday pay in addition to the time and one-half (1 ½) for the hours worked on the holiday.

#### **ARTICLE XI. PAY POLICY**

11.01 All regular full-time and regular part-time employees shall be paid in accordance with Appendix A.

11.02 Promotion/ Reclassification: In the case of the promotion of any regular part-time or regular full-time employee to a classification with a higher maximum salary, such employee shall be placed into the next highest pay rate that will provide an increase in pay including any applicable add on pay. The employee then shall progress to the next step in pay as outlined in the wage Exhibit. In the event an employee is promoted on his anniversary date, he shall first receive any within range increase to which he is entitled in the lower class and then the promotional salary adjustment as noted above. Demotion: In the case of a voluntary demotion of any regular part-time or regular full-time employee to a classification with a lower maximum salary, such employee shall be placed within the new classification salary range at the starting rate or the rate within the classification corresponding to the length of service the employee had in that classification while an employee of Fond du Lac County unless the Employer and Association mutually agree to place the employee at a higher step in the salary range.

11.03 a) In the case of a part-time, on-call or temporary employee assuming a regular part-time or regular full-time position, such employee shall be paid at the hiring in rate of such classification the same as any new employee, except where otherwise specifically provided, wherein any such employee may be given credit for service toward the completion of probationary period, after which said employee shall be paid the rate applicable upon completion of said probationary period.

b) Regular part time employees shall progress through the pay range listed in Exhibit A utilizing the equivalent of actual paid hours per interval but in no case in less than the specified interval (months).

c) Vacation and sick leave although earned on a pro-rata basis for regular part time employees shall be used and paid out at the ratio of pay and hours normally scheduled for the individual employee.

11.04 Step-Up Pay: Employees performing the duties of a higher ranking employee shall, or classification sergeant (must be for full shift and does not include work on Classification Sgt's regular days off) be compensated fifty (50) cents per hour above his/her hourly rate for all hours actually worked in that capacity providing the performance of such duties is not expected as part of the job description of the employee in question. Exception: A Correctional Officer II performing the duties of a Correctional Sergeant shall be paid a rate of pay at least two steps above his/her Correctional Officer II rate of pay provided the resulting rate of pay does not exceed the Correctional Sergeant Step V rate of pay.

11.05 Transportation of Prisoners: Employees who agree to accompany the Sheriff or to be the Sheriff's designee on a "Prisoner pick-up" shall be compensated for the hours of actual travel time and such hours of compensation shall not exceed eight (8) hours for any one (1) calendar day. Compensation shall be paid at the employee's straight time hourly rate. When travel is by automobile, the above maximum of eight (8) hours of compensation for any one (1) calendar day may be exceeded if there is prior agreement between the Employer and the Employee covering the conditions for such additional compensation.

11.06 Shift Differential:

- a) Day Shift: No shift differential shall be paid to employees who work the day shift (majority of hours worked between 7:00 A.M. and 3:00 P.M.)
- b) Second Shift: Employees who work the second shift (majority of hours worked between 3:00 P.M. and 11:00 P.M.) shall receive additional compensation of twenty (20) cents per hour.
- c) Third Shift: Employees who work the third shift (majority of hours worked between 11:00 P.M. and 7:00 A.M.) shall receive additional compensation of twenty-five (25) cents per hour.
- d) The shift differential shall not apply to paid authorized leaves of absence such as sick leave, vacation, holidays and funeral leave.

11.07 Any employee who trains another employee in the same classification for a period exceeding three (3) hours shall receive additional compensation of fifty (50) cents per hour above their regular rate for all such hours spent in training the employee. Management at its discretion may choose the employee to conduct the training.

11.08 Cooks. In recognition of the fact that the number of available hours of work for cooks is limited and that there is some difficulty in recruiting, training and retaining good part-time cooks, the total number of hours required to progress between steps in the pay range may be waived by mutual consent of the employer and the Union. However, in no case may the time interval between steps be less than the time interval listed in the agreement.

11.09 The first day of a pay period shall be the implementation date for all changes in rates of pay scheduled between the Sunday one week prior to the start of that pay period and the Saturday six days after the start of that pay period.

11.10 Any employee whose status (regular full time, regular part time, part time or temporary) changes within the same classification shall retain the step of pay in effect at the time of the change and the number of hours accrued toward the advancement to the next step in the pay scale.

11.11 Paid Briefing Schedule: The GPS 2<sup>nd</sup> shift Correctional Officer and (3) Correctional Officers (one each in the Huber, Juvenile Detention, and K Control), (2) Correctional Sergeants (Facility and Main Control) shall be required to report ten (10) minutes early for briefing.

## **ARTICLE XII. WORK SCHEDULE**

12.01 Normal work schedule and work day:

- a) All but one (1) Correctional Officer (Court Officer)

NOTE: Court Officer shall be scheduled to work Monday through Friday from 9:00 A.M. to 5:00 P.M.  
Correctional Sergeant Classification Officer to work Monday through Friday 10 a.m. to 6 p.m.

- b) One Correctional Sergeant Classification Officer works 5-2, 5-2, and 4-3 with 3<sup>rd</sup> Friday off.

- 1) The normal schedule of work shall be 6-3, 6-3.
- 2) The normal work day shall be eight (8) hours per day as follows:

7:00 A.M. to 3:00 P.M.	(First Shift)	Correctional
3:00 P.M. to 11:00 P.M.	(Second Shift)	Officers
11:00 P.M. to 7:00 A.M.	(Third Shift)	

c) Secretary I and Secretary II: The normal work week shall consist of forty (40) hours scheduled as follows:

Monday through Friday Eight (8) hours between 7:00 A.M. and 4:30 P.M. with one (1) or one-half (1/2) hour off for lunch.

d) Cooks

- 1) Head Cook: The normal schedule of work shall be 5-2 (Monday – Friday) and the normal day shall be eight (8) hours per day.
- 2) Day Cook: The normal schedule of work shall be 5-2, 2-5, 5-5, 2-2 and the normal work day shall be six (6) hours per day (4:30 A.M. to 10:30 A.M.) except weekends are 4:30 A.M. to 11:00 A.M.
- 3) P. M. Cooks: The normal schedule of work shall be 5-2, 2-5, 5-5, 2-2 and the normal work day shall be six and one-half (6 1/2) hours per day (10:30 A.M. to 5:00 P.M.).
- 4) Regular Part Time Cooks: The normal schedule of work for two (2) additional regular part time cooks shall be a flexible schedule of less than thirty-seven and one-half (37 1/2) hours per week but not less than twenty (20) hours per week.

12.02 The shift schedules as outlined above are subject to the right of the Sheriff to change in an emergency or if the change will result in a measurable improvement in the service to the public or the operation of the Office. A change can not be made if the sole purpose of the change is to eliminate or reduce overtime.

12.03 Correctional Officers shall be entitled to a twenty (20) minute lunch period to be taken at the employee's discretion during which time the employee will be available for call in accordance with rules set by the Sheriff.

12.04 Shift Preference: The employees shall be required to pick their preference as to shifts on a seniority basis in the following manner:

- a) The Employer shall post the shift schedule by October 1st.
- b) The top fifteen (15) senior employees shall make their selection no later than October 10th. If an employee has not made a selection by October 10th the employee shall drop to the bottom of the seniority list for purposes of shift selection.
- c) The next fifteen (15) most senior employees shall make their selection by no later than October 20th. If an employee has not made a selection by October 20th, the employee shall drop to the bottom of the seniority list for purposes of shift selection.
- d) The remaining employees shall make their selection by the 31st of October.

The employee picking such shift shall work that shift except for emergencies, temporary vacancies, illness or injury.

12.05 Whenever any permanent shift vacancy occurs for any reason such vacant position (shift) shall be posted on the bulletin board for a period of seven (7) days. Anyone within a given classification desiring said vacant position shall sign the posting and the senior employee shall be awarded said shift. Prior to the filling of said position the Employer may assign personnel to said position consistent with the needs of the Office.

12.06 Clerical employees shall be allowed a fifteen (15) minute break in the morning and in the afternoon. The Union agrees that such breaks shall be staggered to maintain a continuous operation.

## 12.07 Time Exchange

- a) Purpose: To provide, in "special situations", a mechanism for employees to receive time off from scheduled work without any loss in pay.
- b) Definitions: "Time Exchange" - When employee A works the scheduled hours for Employee B with Employee B in turn working scheduled hours for Employee A. Any event in which work time is exchanged with another employee.

"Special Situations" - An occasion or incident for which an employee desires time off but for which the employee can not be granted time off with pay (i.e. vacation, sick leave, compensatory time off with pay, etc.)

- c) Restrictions:

1. Prior approval must be received from the Sheriff or Jail Administration or their designated representative.
2. Each employee shall be limited to initiating no more than seven (7) "time exchanges" per calendar year. Special exceptions to this provision may be granted on a case by case basis.
3. Each request for a "time exchange" shall include the date and hours the employee desires off, the employee who will replace him/her on that date and the date that employee will work in place of the other employee involved in the switch.
4. Each "time exchange" shall be completed no later than one (1) month after the actual trade takes place.
5. Employees shall not work more than eight (8) consecutive days.

12.08 No employee shall work more than eight (8) consecutive days except in the case of extreme emergency.

12.09 The Sheriff's Jail Division will schedule four (4) male and four (4) female correctional staff on each shift. If the schedule changes due to sick call in, medical leaves or other reasons outside of the Sheriff's Office control the number of male and female officers shall remain at four (4) with the Classification Officer or GPS Officer becoming the fourth gender required officer. The Sheriff's Jail Division will not be required to hire a female or male on overtime to maintain four (4) officer ratios for reasons stated above. The Sheriff's Office maintains the right to manage its work force under special circumstances or emergencies as directed by the Sheriff.

## **ARTICLE XIII. CALL-IN AND OVERTIME**

13.01 Call-In. Employees who are called in to work out of their normal schedule for reasons other than appearing in court, shall receive a minimum of two (2) hours of pay at the rate of one and one-half (1 1/2) times their straight time hourly rate in cash or compensatory time. This two (2) hour minimum shall not be paid where the hours worked are consecutive prior to or subsequent to an employee's regular schedule of hours.

13.02 Overtime. Employees may be required to perform work in excess of their normal schedule of hours in which event such employees with the exception of regular part time, part time and temporary correction officers may be granted time and one-half compensatory time off for any time worked in excess of:

- a) Eight (8) hours in a day for any time worked on days outside of the regular work week (Correctional Officers and Head Cook) (Secretary I and Secretary II) or
- b) Eight (8) hours in a day or forty (40) hours in a seven day (Sunday through Saturday) period

(Cooks). Regular Part-time cooks shall be offered additional available hours outside of their normal schedule of hours before part-time or temporary employees are offered these hours provided however, it does not result in overtime except as provided herein.

- c) Employees called in to work out of their normal schedule on Thanksgiving Day, Christmas Eve Day, Christmas Day, shall receive two (2) times their straight time hourly rate for all hours worked on those days. New Year's Eve will be added in 2010.

Regular part time, part time and temporary employees will receive time and one-half for any time worked in excess of:

- a) Eight (8) hours in a day
- b) Eighty (80) hours in a two week pay period.

13.03 Compensatory time earned will be recorded daily and is to be taken at a time mutually agreed upon by the Employer and employee, or at the option of the employee, the Employee shall be paid for such time at one and one-half times his/her straight hourly rate. Time may be accumulated up to the maximums listed below:

<u>Maximum Allowable Number of Accrued Hrs. of Compensatory Time</u>	<u>Effective Date or Period</u>
16*	January 1
48	January 1 - September 30
40	October 1 - October 31
32	November 1 - November 30
24	December 1 - December 31

\* Compensatory Time accrued during the previous year must be taken in time off by March 31st or the employee will be paid at one and one-half (1 1/2) time the employee's preceding year's straight time hourly rate.

13.04 Whenever it is necessary to call in additional help for overtime in a particular classification, employees shall be called and offered the overtime in the following manner:

- a) Those who are normally assigned to work that classification and shift shall be called first in order of Sheriff's Office seniority.
  - 1. Split shift employees shall be given shift preference on both shifts on their "Off Days". When working they shall be called by seniority with no shift preference.
  - 2. Court Officer (Jail) shall have shift preference on the Court Officer position and the 7:00 A.M. to 3:00 P.M. shift.
- b) Remaining employees by Sheriff's Office seniority.

If no employees are available to cover the overtime assignment, the employer shall then offer the overtime to:

- c) Regular part time employees on a seniority basis.
- d) Order in a part time or temporary employee, to cover the overtime.

If coverage cannot be obtained by the above means the scheduler may use "reverse seniority" and order in an employee, starting with regular part time employees first.

Employees shall be permitted to work if it will not result in more than sixteen (16) hours of work within a

twenty-four (24) hour period.

Employees shall not be ordered in if it will result in more than twelve (12) hours of work within a twenty-four (24) hour period.

Except for extreme emergencies, employees shall not be ordered in for overtime hours, during their vacation, or if it would affect their normally scheduled days off, or portion thereof.

13.05 Regular part-time, part-time and temporary employees shall not be scheduled to work overtime unless all regular full-time employees are working or unavailable to work.

13.06 In the event that the Fair Labor Standards Act requires changes in any current practice or operation, negotiations shall be instituted promptly to revise the agreement to bring the agreement and its intent into conformance with the Fair Labor Standards Act.

#### **ARTICLE XIV. COURT APPEARANCE**

14.01 An employee required to appear in court at a time outside such employee's regular schedule of hours shall receive a minimum of two (2) hours of pay at time and one-half (1 1/2), in cash or compensatory time, regardless of the number of court appearances attended within a two (2) hour period. In the event that an officer is required to remain in court beyond two (2) hours, he/she shall receive the minimum two (2) hours plus such additional time at time and one-half (1 1/2) travel time is not included in the accumulation of time for payment.

14.02 In the event an appearance on a case in the morning is concluded before breaking for noon break and the employee is required to appear in the afternoon on a different case the two (2) hour minimum shall apply to the afternoon case.

14.03 In the event a case starting in the morning is continued in the afternoon the employee shall be paid a minimum of one (1) hour for any part of an hour thereof.

#### **ARTICLE XV. TRAINING**

15.01 In-Service Training: Employees shall be required to attend mandatory in-service training classes as prescribed by the Sheriff. Employees required to attend mandatory in-service training classes out of their normal schedule of work shall receive compensation at a rate of one and one-half (1 1/2) times their regular rate of pay for such attendance. Employees required to attend during their normal schedule of hours shall receive straight time pay for such attendance. In service training (in house) will not exceed 8 hour training days.

15.02 Specialized Training: Employees who attend specialized out-of-county training courses shall receive only their normal pay for such time spent in training regardless of the number of hours or days the employee attends in training course. Employees will not be entitled to overtime pay or accumulation of compensatory time as a result of attending one or more of these specialized out-of-county training courses. Reimbursement of course related travel expenses shall be in accordance with the Fond du Lac County Travel Ordinance governing the reimbursement of expenses incurred in the discharge of county duties.

#### **ARTICLE XVI. INSURANCE**

##### **16.01 Hospital and Surgical Insurance**

Regular full-time employees shall be covered by a Group Hospital, Surgical and Medical Insurance Plan, the benefits and coverages shall be established by the parties to this agreement.

The current basic plan which includes coverage for routine care and oral contraceptives includes an annual \$250 deductible per individual, \$500 deductible per family (in network) with additional coinsurance (90-10) based on the next \$2500 (single)/\$5000 (family) of covered services; an annual \$375 deductible per individual, \$750 per family (out-of-network) with additional coinsurance (60-40) based on the next \$1500(single)/\$3000(family) of covered services. A \$50.00 co-pay for emergency room visit is applicable but is

waived if an admission occurs. SEE CHART BELOW

	Single		Family	
	In-Network	Out of Network	In-Network	Out-of-Network
Deductible	\$250	\$375	\$500	\$750
Co-Insurance	90-10 of \$2500	60-40 of \$1500	90-10 of \$5000	60-40 of \$3000
Co-Insurance MAX \$	\$250	\$600	\$500	\$1200
Out-Of-Pocket MAX \$	\$500	\$975	\$1000	\$1950

Said plan includes a prescription drug card which requires a \$10.00 co-pay for each generic prescription medication, a 30.00 co-pay for each name brand prescription medication in the formulary and a \$45.00 co-pay for each name brand prescription medication not in the formulary. Prescription medication co-pays have an out-of-pocket cap of \$350 for the Single Plan and \$700 for the Family Plan and do not count toward deductible or co-payments required under the health insurance plan. Regular part-time employees as defined in Article V, Section 5.01(b) shall be eligible for the single plan only unless the regular part-time employee has two (2) or more years of continuous service with the Employer. In that case the regular part-time employee shall also be eligible for the family plan.

The Employer reserves the right to determine the insurance carrier provided that the level of benefits, coverage and administration procedures are equivalent to or better than that presently in effect. However, the Union does not waive its right to bargain for changes in benefits in the future.

The Employer will pay as its share of the total monthly premium cost up to 86% per month of the single plan and up to 86% per month of the family plan for all regular full-time employees electing coverage and enrolled under the single and family plans. Effective January 1, 2010, the Employer will pay as its share of the total monthly premium cost up to eighty five percent (85%) of both the single and family plan. Effective January 1, 2009, the Employer will pay as its share of the total monthly premium cost up to 85% per month toward the premium for each regular part-time employee covered by the single plan and up to 75% per month toward the premium for each regular part-time employee covered by the family plan. **Contributions will be reduced to 12% if employee completes a Health Risk Assessment by November of the preceding year. HRA's will be completed at no cost to the employee. Fond du Lac County will continue to offer employees who take a HRA a discounted premium on their Health Insurance.**

Under the carrier in effect January 1, 2009, the contributions are as follows:

	Total Cost	County share	Employee share	
FT/Single	553.30	486.90	66.40	12%
FT/Family	1438.54	1265.92	172.62	12%
FT/Sing no HRA	553.30	475.84	77.46	14%
FT/Family no HRA	1438.54	1237.14	201.40	14%
RPT/Single	553.30	470.30	83.00	15%
RPT/Family	1438.54	1078.90	359.64	25%

The Employer agrees to make a contribution of \$3.00/pay period (\$78.00/year) for employees with single health insurance coverage and a contribution of \$6.00/pay period (\$156.00/year) for employees with family insurance coverage.

Prescription Drug Mail Order Benefit – Eliminate 90-day supply at retail (30 day limit).

Co-pay structure                      \$20 Generic for 90 order  
     \$60 Brand Name for 90 day order  
     \$90 Non-Formulary Brand for 90 day order

Savings to employee by paying for reduce co-pay by 1 month.

Specialty Pharmacy – Move high cost drugs from medical plan to drug card by care management process

Virtual Clinic – Any Fond du Lac County (plus eligible family members) may use the Virtual Clinic in North Fond du Lac with no co-pay or deductible applied. Visits are of no cost to the employee (tests and lab work do go toward co-pay and/or deductible). The Virtual Clinic will also assist employees with disease management.

Note – Virtual Clinic will sunset at the end of this contract as these rates end in December 2010.

16.02 Group Life Insurance. Group Life Insurance shall be available for all employees under the Group Life Insurance Program for Employees of Wisconsin Municipalities pursuant to the rules and regulations thereto, and the Employer agrees to pay up to a maximum of \$9.00 per month toward the premium for each employee as well as the minimum contribution required of it as an Employer under said plan.

16.03 Wisconsin Retirement Fund. For each employee who must be a participant of the Wisconsin State Retirement Plan and subject to the rules and regulations thereof, the County shall pay the required employer share and duty disability with the protective status employee rate contributions not to exceed at \$46 per pay period in 2009 and \$93 per pay period in 2010. For general status employees, the County shall pay up to, but not to exceed \$106.00 per pay period of all participating employee's share of his/her contribution to said plan.

16.04 Worker's Compensation Differential Pay. In the event that an employee becomes eligible for Worker's Compensation disability pay, such employee shall endorse such weekly compensation check over to the Employer and the Employer shall issue payments equal to such employee's full regular "take-home" pay in effect immediately preceding the cause of his disability for the duration of such disability but not in excess of fifteen (15) weeks of disability and pay in the aggregate. Any employee who continues to receive Worker's Compensation disability pay in excess of fifteen (15) weeks may appeal any resulting loss in take-home pay to the Finance, Taxation and Personnel Committee.

16.05 Employees shall be permitted to use their sick leave for an on-the-job injury until Worker's Compensation becomes effective; at which time any sick leave that has been used will be re-credited to their sick leave account upon reimbursement to the Employer of their appropriate Worker's Compensation pay by the employee.

## **ARTICLE XVII. SICK LEAVE**

17.01 Eligibility for sick leave allowance shall begin after the completion of probationary period.

17.02 ONE HUNDRED TWO DAY BASE ACCOUNT - Regular full time employees shall accumulate sick leave with pay at the rate of one-half (1/2) working day for each month of service during their probationary period and at a rate of one (1) working day for each month of service accumulative up to one hundred two (102) working days, except new employees may not use sick leave during their probationary period.

17.03 ABSENCES - Sick leave credits in any given year shall not be earned for any period of absence without pay or time otherwise not worked or paid for except that for administrative purposes, any approved absence or absences totaling thirty (30) calendar days or less in a calendar year may be disregarded.

17.04 ACCRUAL REQUIRED BEFORE USE - Sick leave shall not be used until it has been accrued.

17.05 REGULAR PART TIME EMPLOYEES - Regular part time employees shall accumulate sick leave on a pro rata basis.

17.06 ELIGIBILITY FOR SICK LEAVE - An employee shall be eligible for sick leave for any period of absence from employment which is due to illness, bodily injury, pregnancy and post natal care, exposure to contagious disease and attendance upon members of the immediate family defined as husband, wife and dependent children. The employee must attempt to make other arrangements within a reasonable time for the attendance upon members of the immediate family.

17.07 The Employer shall require a medical certificate to justify the granting of sick leave in excess of three (3) days duration. The Employer may also require any employee claiming sick leave to submit to an

examination by a doctor designated by the Employer at the Employer's expense.

**17.08 EFFECT OF TERMINATION OF EMPLOYMENT** - Previously accumulated sick leave shall not be terminated by absence on approved leave. Termination of the employment for any reason shall cancel all unused accumulated sick leave allowance except employees who retire under Wisconsin Retirement Fund, retire due to disability, or die shall be paid to the employee or his/her estate 50 per cent of all accumulated sick leave. Whenever a permanent employee is laid off due to lack of work or funds, any unused accumulated sick leave allowance shall continue in effect if he/she is rehired by any County department within two years.

**17.09 NOTICE REQUIRED IF UNABLE TO WORK** - An employee unable to report to work due to illness or injury is required to give at least two (2) hour notice prior to the start of his work shift unless circumstances prevent him from doing so.

**17.10 SICK LEAVE WHILE ON VACATION** - An employee who becomes sick during the time of vacation may receive sick leave pay instead of vacation pay and time charged as vacation, if such employee:

- a) Notifies the Employer on or before one (1) hour prior to such day(s) claimed as sick days of the vacation that he is sick and intends to so claim sick payment.
- b) Furnishes a doctor's certificate for such claimed sick days.

**17.11** At the end of each calendar year, the County shall pay each employee who has accumulated unused sick leave credits in excess of 102 days, 50 per cent of such excess over 102 days of maximum accumulation. The remaining sick days not paid out will be placed in a catastrophic leave account (up to a maximum of 6 days per year. This account would be available if the employee has a catastrophic illness and his/her sick leave balance is at zero, then that employee will be able to draw from his/her catastrophic account to cover continued illness.

**17.12** The County of Fond du Lac will provide for conversion of the payment for accumulated sick leave listed in Section 17.08 to a credit which will be used to pay for Fond du Lac County Group Hospital and Surgical Insurance premiums for an employee and any eligible dependents after his/her retirement. When said fund is depleted, the employee may continue in the program provided he/she pays the amount of the premium.

**17.13 SICK LEAVE ON HOLIDAYS** - In the event that a holiday falls on a regular work day within the week or weeks taken as vacation or sick leave, such holiday shall not be charged as vacation or sick leave.

## **ARTICLE XVIII. FUNERAL LEAVE**

**18.01** Employees are hereby granted up to a three (3) working days leave of absence with pay in the event of the death of a member of their immediate family. Immediate family is defined as an employee's spouse, child, stepchild, parent, stepparent, brother, sister, daughter-in-law, grandchild, son-in-law or spouse's parent (including parent of a deceased spouse). Employees are hereby granted one (1) working day leave of absence with pay in the event of the death of other immediate relatives. Other immediate relatives are defined as an employee's grandparent, brother-in-law or sister-in-law as well as spouse's brother-in-law or sister-in-law.

**18.02** Funeral leave pay shall be granted at the employee's regular straight time rate depending on the current normal work day but not to exceed eight (8) hours for a full day and shall be limited to the scheduled time lost within the period beginning with the day of death and ending with the day after the funeral. Employees must attend the funeral or the visitation at the funeral home to be eligible for any benefits under this Article.

**18.03** Authorized unpaid leave of absence may be granted by mutual agreement with the Employer and employees for the purpose of attending to post funeral arrangements.

## **ARTICLE XIX. LEAVES OF ABSENCES WITHOUT PAY**

**19.01 Military Leave** The Employer and the Union shall comply with the requirements of Federal Law with respect to the reinstatement and seniority of employees entering or returning from service in the Armed Forces of the United States.

19.02 Extended Medical Leave An employee who exhausts his/her sick leave account and if applicable, FMLA leave entitlement and is unable to return to work due to the illness or injury shall be granted a leave of absence of sufficient duration to recover from the illness or injury but not to exceed two (2) years, but in no event to exceed the employee's length of service. Additionally, such leave shall be conditional on the employee's usage of all available accrued paid leave benefits. An employee forced to take a vacation to extend a medical leave of absence will be granted an unpaid leave of absence to cover scheduled absences that would have been covered by vacation. The employee may be required to furnish periodic medical reports from a physician to justify the need for medical leave. The full cost of applicable group health and/or life insurance premiums, which come due during such leave is the responsibility of the employee. An employee returning from an extended medical leave shall be required to furnish a physician's statement that the employee is fully able to assume all of the responsibilities of his/her position.

19.03 Other Leaves Any employee who wishes to absent himself/herself from his/her employment for any reason other than sick leave, funeral or any other reason specifically provided for in this agreement and who has utilized all available paid leave credits must make written application for a leave of absence from the Employer. Whenever possible, all requests for leaves shall be made in writing to the Sheriff at least fifteen (15) days previous to the start thereof. The Employer shall determine whether or not justifiable reason exists for granting a leave of absence. Such request in writing shall also indicate whether the employee will pay any insurance coverage premium for which he/she is responsible during the requested period of such leave of absence, to-wit: The employee's share and the Employer's share of premiums on said insurance coverages, or whether the employee will execute a waiver and discontinue said insurance coverages. If the employee desires to continue said insurance coverage or coverages, he/she must pay the aforementioned premium (employee's share and Employer's share) in advance to the Employer prior to commencement of such leave of absence without pay.

19.04 Time off of three days or less may be granted at the employee's request upon approval from the Sheriff.

19.05 Emergency requests for leaves in excess of three (3) days under 19.03 above shall be submitted to the Sheriff and may be granted subject to approval by the Sheriff without the requirement for submission of the request in writing 15 days previous to the start of the leave

19.06 Family and Medical Leave Acts (FMLA) – Leaves requested and granted pursuant to the state and/or federal Family and Medical Leave Acts (FMLA) are without pay except in those instances where provisions of the law(s) allow employee and/or employer substitution of paid leave (i.e. sick leave, vacation, compensatory time, holiday, etc.) credits. In such instances, the state and federal FMLA leaves and all paid leave utilized run concurrent and the FMLA leave entitlement limits are not extended.

19.07 Outside Employment While on Leave – An employee who is on sick leave or extended medical leave and who is found to be actively employed by another employer while on such leave shall be deemed to have resigned his/her position with Fond du Lac County unless such other employment clearly does not conflict with the reason for the sick leave or extended medical leave. No leaves of absence shall be granted for the purpose of seeking or trying other employment.

## **ARTICLE XX. GRIEVANCE PROCEDURE**

20.01 Grievance. Any matter involving the interpretation, application, or enforcement of the terms of this Agreement, or a claim by an employee, employees or Union that an employee has been discriminated against or treated unfairly or arbitrarily by the Employer by any action taken in the exercise of its rights or powers, may become a grievance. Grievances must be presented in Step 1 within ten (10) working days of (1) the occurrence of the event causing the grievance; or (2) within ten (10) working days of the time that an employee reasonably should have known of the events causing the grievance or else the same shall be barred as a grievance.

Step 1. If an employee has a grievance, he/she shall first present the grievance orally to his/her immediate supervisor, or the Sheriff either alone or accompanied by the Union Steward.

- Step 2. If the grievance is not settled at the first step within ten (10) days, it shall be reduced to writing and presented to the Sheriff. If not resolved within five (5) working days, the Sheriff shall furnish the employee a reply in writing.
- Step 3. If the grievance is not settled at the second step and within fourteen (14) calendar days after the employee receives the reply in writing from the Sheriff, the grievance shall be presented to the Grievance Hearing Committee (GHC) and notice of such appeal shall be given to the Sheriff. The GHC shall be comprised of the County HR Director, the Director of Administration and an "at-large" member selected by the HR Director from a rotating list of five (5) department heads. The participating "at large" member shall not be affiliated with the grievant's department of employment. The GHC shall meet at a time when the grievant is not scheduled to work or when scheduling arrangements can be made, allowing the grievant to attend the hearing. If the grievance is not resolved within fifteen (15) calendar days either party may submit the matter to Step 4 within five (5) calendar days following the expiration of the fifteen (15) days aforesaid, or the matter will be deemed waived and finally settled. Wherein the grievance pertains to a termination of an employee, the Finance, Taxation and Personnel Committee shall entertain the grievance pursuant to the aforementioned time frames and deadlines.
- Step 4. Any grievance not settled in Step 3 above and timely noticed for appeal to Step 4 in writing served on the opposite party by the party appealing, shall be subject to arbitration. The parties shall request the Wisconsin Employment Relations Commission to appoint a Commissioner or member of the staff to serve as the Arbitrator. The Arbitrator shall make a decision on the grievance which shall be final and binding on both parties.

TIME LIMITS: Time limits set forth above may be extended by mutual agreement in writing.

20.02 Discipline, Discharge and Suspension - No regular employee shall be disciplined, or discharged except for just cause. Written notice of the suspension, discipline, or discharge and the reason or reasons for the action shall be given to the employee with a copy to the Association within twenty-four (24) hours if reasonably possible. Any grievance that may result from such action shall be considered waived unless presented in writing within seven (7) calendar days of the receipt of the notice by the employee. The grievance may be started at Step 2 or Step 3.

## **ARTICLE XXI. LIABILITY**

21.01 The employees shall be protected from suit and/or liability in performance of their duties by the Employer pursuant to Section 895.46 Wisconsin Statutes.

## **ARTICLE XXII. EDUCATIONAL CAREER DEVELOPMENT PLAN AND COMPENSATION**

22.01 Any employee desiring to further his/her education by participation in a police oriented development program shall be reimbursed by the County of Fond du Lac for all costs of tuition, books and other related expenses incurred in such program. Other related expenses are defined as lab fees and cost of supplies required of all course participants. Not included in the above are incurred personal expenses such as transportation expenses, meal expenses, etc., with the exception of parking fees. The County will reimburse employees for parking fees if the employee submits paid receipts for the parking fees. In the event Federal LEAA tuition grants are available, the employee shall first seek reimbursement from the Federal Government for tuition expenses.

- a) Reimbursement shall be contingent upon approval of the course study by the County and the Sheriff and upon satisfactory completion of such course (Grade of C or better)

22.02 All Correctional Officer II's will be given the opportunity to receive a one hundred twenty (120) hour course of correctional training as soon as the training can be scheduled without causing a significant disruption in the proper operation of the Fond du Lac County Jail.

22.03 The Sheriff and his/her staff may annually evaluate all the officers in the Correctional Officer Program to determine the suitability and the order in which Correctional Officers could be sent to the Law

Enforcement Standards Training Course. As operational needs permit, approved candidates will be designated to attend the Law Enforcement Standards Training Course.

Successful completion of the one hundred twenty (120) hours of correctional training and CPR training are the absolute minimum qualifications a candidate for a Correctional Sergeant position must possess. The number of Correctional Sergeant positions will be limited to a maximum of ten (10) positions (two per shift plus the Huber and Classification Sergeants) and the positions will be filled in accordance with Article VIII. Job Posting.

#### **ARTICLE XXIII. NEGOTIATIONS PROCEDURE**

23.01 By August 1 of any year, the Association shall give notice of its requests for changes in the Agreement or for such other requests as it may offer in negotiations in writing to the Finance, Taxation and Personnel Committee of the County Board of Supervisors.

23.02 Negotiations shall be conducted with the Association on the requests made with the Finance, Taxation and Personnel Committee of the County Board within its jurisdiction.

23.03 Any mutual agreement reached in negotiations shall be recommended to the membership by the Association and recommended to the County Board by the Finance, Taxation and Personnel Committee for approval and adoption.

#### **ARTICLE XXIV. BARGAINING UNIT BUSINESS**

24.01 The Association agrees to conduct its business off the job as much as possible. This Article shall not operate as to prevent a steward from the proper conduct of any grievance in accordance with the procedures outlined in this Agreement nor to prevent certain routine business such as the posting of Association notices and bulletins. When Association business is conducted during working hours, employees shall first obtain permission from their immediate supervisor.

24.02 Business agents or representatives of the union having business with individual officers or individual members of the Association may confer with such officers or individual members of the Association during working hours for a reasonable time, provided that permission is first obtained from the Sheriff or in his absence, from his designated representative and provided such conferences be held in a location on the premises which will not interfere with the operations of the Office or in an approved off premise location for a period not to exceed fifteen (15) minutes.

#### **ARTICLE XXV. BULLETIN BOARD**

25.01 The Union is hereby granted permission to post notices, announcements and other legitimate materials on Association Bulletin Boards located on the premises subject to notification to the Sheriff or his designated representative. Such material must be signed by an officer of the Association. Any other material for posting must be approved by the Sheriff or designated representative.

#### **ARTICLE XXVI. ENTIRE AGREEMENT**

26.01 The foregoing constitutes an entire Agreement between the parties and no verbal statement shall supersede any of its provisions.

#### **ARTICLE XXVII. SEPARABILITY**

27.01 Should any of the provisions of this Agreement be found to be in violation of any law, all other provisions of the Agreement shall remain in full force and effect for the duration of this Agreement and negotiations shall be instituted promptly to adjust any invalidated clause or portion thereof.

#### **ARTICLE XXVIII. NON-DISCRIMINATION CLAUSE**

28.01 The parties of this Agreement agree that they will not discriminate against any person on the basis of race, color, religious or political beliefs or affiliations, national origin, marital or parental status,

pregnancy, sex, sexual orientation, age or handicapped status.

#### **ARTICLE XXIX. FAIR SHARE**

29.01 The Employer agrees it will deduct from the monthly earnings of all employees in the collective bargaining unit, an amount specified by the Association, such amount being the monthly dues certified by the Association as the current amount uniformly required of all members and pay said amount to the Treasurer of the Association on or before the end of the month following the month in which such deduction was made.

29.02 Changes in the amount of dues to be deducted shall be certified by the Association 45 days before the effective date of the change.

29.03 As to new employees, such deduction shall be made from the first paycheck following the probationary period.

29.04 The Employer will provide the Association with a list of employees from whom such deductions are made with each monthly remittance to the Association.

29.05 It is further agreed that the Association as the exclusive representative of all employees in the Bargaining Unit, will represent all such employees, Association and non-Association, fairly and equally, and all employees in the Unit will be required to pay, as provided in this Article, their proportionate share of the costs of representation by the Association. No employee shall be required to join the Association but membership in the Association shall be made available to all employees who apply consistent with the Association Constitution and By-Laws. No employee shall be denied Association membership because of race, creed, color or sex.

29.06 It is agreed that the County shall be saved harmless in case of any legal controversy regarding the "Fair Share Agreement".

#### **ARTICLE XXX. UNIFORMS/CLOTHING ALLOWANCE AND DAMAGE TO PERSONAL PROPERTY**

30.01 If the Sheriff and Protection of Persons and Property Committee requires employees to wear uniforms, the uniforms shall be provided by the Employer pursuant to the rules relating thereto and as established or amended by the Protection of Persons and Property Committee from time to time.

30.02 Each employee shall be chargeable for uniforms and equipment issued to him and in the event of an employee's termination for whatever reason, the Employer may offset from any pay due the employee, the reasonable cost of any such items not returned to the Employer.

30.03 Damage to Personal Property. Employees who, in the course of their duties, suffer damage or loss of their glasses, watches, or clothing shall be reimbursed for same provided such damage is reported at the time that such damage is caused, but in no event not later than the end of the shift on which the employee is working when such event occurs, and further such claim shall be reviewed and authorized by the Sheriff before reimbursement shall be made. Any denied by the Sheriff may be subject to the grievance procedure.

#### **ARTICLE XXXI. NO STRIKE, NO LOCKOUT**

31.01 No Strike. The Association agrees that for the duration of this Agreement, Association Officers, representatives, or members will not authorize, assist or support any strike, work stoppage, slow down, interruption of work or interference with the operations of the Employer. In the event of any strike, work stoppage, slow down or interruption or impeding of work, the Employer shall notify the Association thereof, the Association shall give notice to the employees involved that they are in violation of this Agreement and should end such strike, work stoppage, walkout, or interruption or impeding of work.

31.02 No Lockout. The Employer agrees that there shall be no lockout of any kind during the term of this Agreement.

**EXHIBIT A-1**

**FOND DU LAC COUNTY SHERIFF'S NON-PROTECTIVE**

**EFFECTIVE 12-28-2008**  
**Non Protective 3% Protective 1%**

<b><u>CLASSIFICATION</u></b>	<b><u>PROB</u></b>	<b><u>STEP I</u></b>	<b><u>STEP II</u></b>	<b><u>STEP III</u></b>	<b><u>STEP IV</u></b>	<b><u>STEP V</u></b>	<b><u>STEP VI</u></b>
SERVICE INTERVALS	FULL TIME PART TIME	6 MONTHS 1,040 HR	18 MONTHS 3,120 HR	30 MONTHS 5,200 HR	42 MONTHS 7,280 HR	54 MONTHS 9,360 HR	66 MONTHS 11,440 HR
CORRECTIONAL SERGEANT	21.72	22.15	22.59	23.04	23.47	24.08	24.55
CORRECTIONAL OFFICER II	19.93	20.58	21.25	21.72	22.15	22.73	23.19
SECRETARY II	14.28	15.03	15.74	16.50	17.22	17.96	
SECRETARY I	13.55	14.22	14.96	15.61	16.34	17.00	
COOK	12.10	12.88	13.65	14.41	15.17	15.94	
HEAD COOK	15.18	15.94	16.67	17.44	18.19	18.95	

**EXHIBIT A-2**

**FOND DU LAC COUNTY SHERIFF'S NON-PROTECTIVE**

**EFFECTIVE 12-27-2009**  
**Non Protective 3% Protective 1%**

<b><u>CLASSIFICATION</u></b>	<b><u>PROB</u></b>	<b><u>STEP I</u></b>	<b><u>STEP II</u></b>	<b><u>STEP III</u></b>	<b><u>STEP IV</u></b>	<b><u>STEP V</u></b>	<b><u>STEP VI</u></b>
SERVICE INTERVALS	FULL TIME PART TIME	6 MONTHS 1,040 HR	18 MONTHS 3,120 HR	30 MONTHS 5,200 HR	42 MONTHS 7,280 HR	54 MONTHS 9,360 HR	66 MONTHS 11,440 HR
CORRECTIONAL SERGEANT	21.93	22.37	22.82	23.27	23.71	24.32	24.80
CORRECTIONAL OFFICER II	20.13	20.79	21.46	21.93	22.37	22.95	23.42

SECRETARY II	14.70	15.48	16.21	17.00	17.74	18.50
SECRETARY I	13.96	14.65	15.40	16.08	16.83	17.50
COOK	12.47	13.26	14.06	14.84	15.63	16.42
HEAD COOK	15.64	16.42	17.17	17.96	18.74	19.52

## ARTICLE XXXII. TERMINATION CLAUSE

32.01 THIS AGREEMENT shall be effective as of the 1st day of January, 2009 and shall remain in full force and effect through the 31st day of December, 2010. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing on or before the 1st day of August of any year in which the Agreement is in force that it desires to modify this Agreement.

32.02 THIS AGREEMENT shall remain in full force and be effective during the period of negotiations, except that in the event that either party desire to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have set their hands the 27<sup>th</sup> day of February 2009.

### REPRESENTATIVES OF EMPLOYEES

Edward Henden Bloomen  
Dorwin Schmidt PRES.  
Mich. E. Pitz V.P.  
M. J. Zore Treasurer

### FOND DU LAC COUNTY (EMPLOYER)

Alma Buechel  
County Executive  
Mark Farrel  
County Board Chair  
Lucia Kerberg  
County Clerk